SERVICES AGREEMENT

#_22-23-SA25

WHEREAS this Agreement is made:

ON

Date of Agreement: March 31, 2022

BETWEEN

Customer Name: Beaufort County School District

Customer Address: 2900 Mink Point Boulevard, Beaufort, SC 29902

Herein referred to as **"Customer"**

AND

Enable My Child, Ltd., DBA HelloHero
26 Hill Street, #115
Southampton, NY 11968

Herein referred to as **"HelloHero"**.

WHEREAS **HelloHero** will provide Services to **Customer** subject to the terms and conditions detailed in this Agreement. **Customer** is affirming that **HelloHero** has the proper and necessary qualifications, experience, and abilities to provide the requested Services to **Customer**.

THEREFORE, **Customer** and **HelloHero** agree as follows:

I. **DEFINITIONS**

A. "Services" - educational and medical related services to include, but not limited to:

1. Occupational Therapy
2. Physical Therapy
3. Speech Therapy
4. Psychology Services
5. Behavioral Services
6. Mental Health Services
7. Classroom Educator Services

B. "Agreement" - This Services Agreement between Customer and HelloHero

C. "Consumer" – individuals, both children and adults, determined to qualify for requested services

D. "Provider" – therapist or educator providing services to a Consumer

E. "Effective Date" – actual date services are to begin being delivered

F. "Term" – the initial term, together with any renewal term(s)

G. "Session" – scheduled visit with a Provider

II. **SCOPE OF WORK**

A. **HelloHero** will provide **Customer** with Services consistent with the **HelloHero** Services Price List – Schedule A.

B. Licensed/certified therapists and/or educators will provide all Services for the duration of the term established in Section-5 of this Agreement. Services will be provided on days in accordance with **Customer's** approved schedule.

C. Full-time, part-time, and hourly Services as requested by **Customer**:

1. Provided to Consumers who are authorized by the **Customer**, not to exceed the state mandated caseload cap unless agreed upon by both parties. All Services will be provided via teletherapy unless otherwise agreed in writing by both parties.
2. **HelloHero** will provide Services which may include, but are not limited to, prescribed therapies, standardized assessments, observations, data gathering, and consultations as referred by **Customer**.
3. **HelloHero** will maintain adequate documentation of all Services provided, including, without limitation, initial and periodic evaluations, recommended service plan(s), and responsiveness to Services.
4. Participation in applicable meetings, including, but not limited to, evaluations, team reports, and individualized-planning meetings, as requested by **Customer**.
5. Services will be delivered using both direct and indirect methods. Direct Services are delivered, by a Provider, while directly interacting with the Consumer. Indirect Services are delivered, by a Provider, while not directly interacting with the Consumer.

III. **REPRESENTATIONS AND WARRANTIES**

A. **HelloHero** or, if applicable, its employed or contracted Provider, is duly licensed in the state and discipline for the Services specified. **HelloHero** shall immediately notify **Customer** in the event an applicable license is suspended or revoked, or a licensee is placed on probationary, provisional, or other limited or conditional status.

B. **HelloHero** operates as a business, and regularly makes its Services available to other clients or the public and has the required means and requisites of conducting business.

C. **HelloHero** has and shall maintain for itself and for its Providers, whether employed or contracted, professional liability insurance in a minimum amount of $1 million per claim and $3 million aggregate, commercial general liability insurance in a minimum amount of $1 million per occurrence. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this agreement.

D. **Customer** has the authority to enter into this agreement and to perform all obligations hereunder.

IV. **EFFECTIVE DATE**

The Effective Date shall mean one of the following:

A. Actual date on which Services are first provided by **HelloHero** to **Customer** under this Agreement

B. For school's - thirty (30) days after the Effective Date, if the Effective Date occurs during **Customer's** school year

C. For school's - thirty (30) days after the first day of **Customer's** school year if the Effective Date does not occur during **Customer's** school year.

V. **LENGTH OF AGREEMENT**

The initial term of the Agreement shall be from March 29, 2022 (the Effective Date) until June 30, 2023 as established in this Agreement. Each term shall be reviewed annually. Subsequent terms are subject to rate changes.

VI. **TERMINATION**

HelloHero and/or **Customer** may terminate this Agreement with a minimum of Sixty (60) days advanced written notice. The termination of this Agreement shall be without prejudice to the obligations which one party owes to the other party hereunder as of the time of such termination.

VII. **RATES AND CHARGES**

A. **HelloHero** will provide the **Customer** with Services consistent with the **HelloHero** Services Price List– Schedule A.

B. **Customer** agrees to pay **HelloHero** the defined fees for Services provided under this Agreement and Schedule A.

C. **HelloHero** shall invoice **Customer** at an hourly or daily rate for each Provider for the term of this Agreement, to be billed monthly.

D. Full-time Services can include other tasks-that **Customer** and **HelloHero** agree upon, that are above and beyond the 8-hour workday or, for schools, that are in addition to the school calendar. Should **Customer** require Services in addition to the -approved schedule, **Customer** will be invoiced at $119 per hour.

E. Billable, Incomplete Sessions

1. **HelloHero** shall invoice **Customer** for billable incomplete sessions through our Asynchronous Program (HOURLY Services ONLY) equivalent to the time/amount of the service scheduled. (SEE Services Price List - Schedule A)
2. No Shows: If the Consumer is not present at the session and there is no contact from the Consumer before or during a Session to cancel, the Provider will try to reach the Consumer via text or phone call. If the call/text is not answered, the session will be invoiced as a billable "no-show".
3. Billable Cancellations: If a Consumer cancels their Session less than 24 hours prior to the scheduled time and does not want to reschedule or is unable to reschedule based on either the Provider's or Consumer's availability, the session will be invoiced as a billable cancellation.

F. Non-Billable, Incomplete Sessions
   1. **HelloHero** shall not invoice **Customer** for non-billable incomplete sessions
   2. Non-Billable Cancellations (for schools only): If a Consumer is unable to participate due to unplanned/unexpected school schedule, holidays, or school closure the session will be considered a non-billable cancellation and no charges will be incurred.

VII. **INVOICING**

Charges for each of the Services provided shall be billed monthly-by **HelloHero** in the month following the delivery of Services. The Customer shall remit the amount specified in any such bill within thirty (30) calendar days after its receipt thereof.

VIII. **DEFAULT**

Should **Customer** default in payment of the invoices, **HelloHero** retains all rights and remedies available in equity and law for breach of this Agreement.

IX. **CONFIDENTIAL INFORMATION AND FERPA**

A. "Confidential Information" means all information, in whatever form or medium, whether or not designated or marked "CONFIDENTIAL," or the like, which
   1. relates to the Consumers of the **Customer**, or the products, services, or business of **Customer**-and
      a. which has not been disclosed by **Customer** to the public or
      b. which **HelloHero** knows or has good reason to know are not generally known to the public
   2. are received by **Customer** from a third party under an obligation of confidentiality to the third party
   3. are derived from the use or application of either of the foregoing
   4. are created by **Customer** during the term of this Agreement or are created by **HelloHero** pursuant to this Agreement.

B. **HelloHero** acknowledges that the Confidential Information constitutes a valuable proprietary asset of **Customer**, and that **HelloHero** shall not, as a result of any disclosure of Confidential Information by **Customer** to **HelloHero**, obtain any right or license to any Confidential Information except as otherwise explicitly specifically provided for herein. **HelloHero** agrees that disclosure by **Customer** of any Confidential Information is made in strictest confidence. **HelloHero** agrees that it will not at any time directly or indirectly disclose Confidential Information of **Customer** to any person or entity outside of **Customer** or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide Services. **HelloHero** agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

C. FERPA: Any personally identifiable information about any Consumer which is disclosed to **HelloHero** pursuant to this Agreement, shall be used solely for the stated purposes of the disclosure to fulfill obligations under this Agreement and shall not be re-disclosed to any other party except to persons working for or on behalf of the Customer who need the information to perform their professional responsibilities to the Customer. Any other re-disclosure of such information by **HelloHero** may result in the termination of **HelloHero**'s access to such information for a minimum period of five (5) years from the date of the improper re-disclosure.

D. Return of Records: Upon expiration or termination of this Agreement, **HelloHero** shall deliver to **Customer** all records, notes and data that relate to the Services.

X. **INTELLECTUAL PROPERTY**

HelloHero retains all rights to any materials created or distributed by **HelloHero** pursuant to this Agreement. **HelloHero** hereby grants to **Customer** a non-exclusive license to use, reproduce, distribute, or create derivative works from any materials created or distributed by **HelloHero** pursuant to this Agreement, internally within **Customer** and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law. **HelloHero** understands and agrees that they are always acting and performing as an independent contractor. **HelloHero** is expected to use **HelloHero's** own equipment, supplies and tools unless specifically stated otherwise. **HelloHero** understands and agrees that it is not an agent or employee of **Customer** by virtue of this Agreement. **HelloHero** will perform the requested Services under the general direction of **Customer**, but will determine, in its reasonable discretion, the manner and means by which the Services are accomplished.

The parties agree that this Agreement does not create a joint venture or a partnership between them.

XI. **NO HIRE AGREEMENT**

In the absence of written consent from **HelloHero**, for a period of twelve (12) months after expiration or termination of this Agreement, the **Customer** agrees not to hire any person who, during the year immediately preceding such hiring, has been an employee or independent contractor of **HelloHero** assigned to provide services under this Agreement. Unless otherwise agreed to in writing by **HelloHero**, in the event the **Customer** hires any Provider in violation of this section, the **Customer** agrees to pay **HelloHero**, as liquidated damages, a lump sum equal to four (4) months of the value paid or owed to **HelloHero** for the last full month of Services provided by a Provider under the terms of this Agreement and all other Agreements with other parties.

XII. **MODIFICATIONS OF AGREEMENT**

Any modifications or amendments to this Agreement will be binding if evidenced in writing and signed by each party.

XIII. **NOTICE**

All notices or demands required by and permitted by terms of this Agreement will be given in writing and delivered to the parties.

XIV. **TIME IS OF THE ESSENCE**

No extension or variations of this Agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.

XV. **INTEGRATION**

This Agreement contains the entire agreement and understanding by and between the **Customer** and **HelloHero** and no representations, promises, agreements or understanding, written or oral, not herein contained shall be of any force or effect.

XVI. **SEVERABILITY**

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

SCHEDULE A - Services Price List

There is a potential maximum 5% annual increase for all disciplines/services for multi-year contracts

Related Services	
Physical Therapy Services *(monolingual)*	$79/hour or $549/day
Occupational Therapy Services *(monolingual)*	$79/hour or $549/day
Speech - Language Pathology Services *(monolingual)*	$79/hour or $549/day
Orientation & Mobility Services *(monolingual)*	$79/hour or $549/day
Applied Behavior Analysis Services - BCBA *(monolingual)*	$79/hour or $549/day
Audiology Services *(monolingual)*	$79/hour or $549/day
Bilingual Primary Services	$93/hour or $648/day
Therapy Assistant - COTA, PTA, SLPA, etc. *(monolingual)*	$75/hour or $522/day
Bilingual Assistant Services	$89/hour or $616/day
Counseling & Assessment Services	
Counseling Services – LCSW, LPC, etc. *(monolingual)*	$79/hour or $549/day
Social Worker *(monolingual)*	$79/hour or $549/day
Bilingual Counseling Services	$93/hour or $648/day
School Psychology Services *(monolingual)*	$99/hour or $649/day
Educational Diagnostician Services *(monolingual)*	$99/hour or $649/day
Bilingual Assessment Services	$117/hour or $766/day
Teaching	
Special Education Teacher / Intervention Specialist *(monolingual)*	$500/day
Teacher of the Visually Impaired Services *(monolingual)*	$79/hour or $500/day
Teacher of the Deaf and Hard of Hearing Services *(monolingual)*	$79/hour or $500/day
Bilingual Teaching Services	$93/hour or $590/day
Professional Development	
Mental Health Professional Development Training Course for Staff	$2,000/8 hour session
Social Emotional Education Classes – School Wide Model	$400/45 minute class

_____Initials of Customer's Authorized Representative confirm agreement to terms on this page.

SCHEDULE A - Services Price List

Evaluations	
Physical Therapy Evaluation *(monolingual)*	$210/each
Occupational Therapy Evaluation *(monolingual)*	$210/each
Speech-Language Pathology Evaluation *(monolingual)*	$210/each
Orientation & Mobility Evaluation *(monolingual)*	$210/each
Applied Behavior Analysis Services - BCBA *(monolingual)*	$210/each
Audiology Evaluation *(monolingual)*	$210/each
Special Education Teacher Evaluation *(monolingual)*	$210/each
Teacher of the Visually Impaired Evaluation *(monolingual)*	$210/each
Teacher of the Deaf and Hard of Hearing Evaluation *(monolingual)*	$210/each
Bilingual Service Evaluations	$248/each
Psychology/Diagnostician Basic Evaluation *(monolingual)*	$249/each
Psychology/Diagnostician Comprehensive Evaluation *(monolingual)*	$1,200/each
Bilingual Psychology/Diagnostician Basic Evaluation	$294/each
Bilingual Psychology/Diagnostician Comprehensive Evaluation	$1,416/each
Cancellations and No Shows	*Below does not apply to Daily Relationships.*
No Show / Billable Cancellation – Therapy or Evaluation (Session cancelled in less than 24 hours or a no show) (comprehensive evaluation no shows will be billed $200)	50% of Scheduled Session
Asynchronous Session –Provider will remain online for entirety of session and actively work on the student's and school's behalf. All documentation will maintain compliance and provide additional support in lieu of a traditional no show.	$79/hour as scheduled
Miscellaneous	
Classroom Aide	$23-25/hour
Indirect Activities (Documentation, Communication, ...etc.)	$79 /hour (max 2 hours/day)
Progress Reporting	$39/report
IEP Prep (for therapists working hourly)	$79/hour
Staff Consultation (OT, PT, SLP, or Behavioral Therapy)	$79/hour
Assistive Technology	$79/hour
Group Therapy Discount When IEP Specified (maximum of 3 students per group)	based on group size

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SCHEDULE B - Detailed Scope of Work

Services Requested

Service Name	Scheduling (Full-Time, Part-Time, Hourly or Project)	No Show Billing	Asynchronous Sessions	Limitations or Required Pre-Approvals
Licensed, Mental Health Clinician - Staff Support Services	Full-Time	No	No	Start Date April 11, 2022 through June 30, 2023 FTE = 1
Licensed, Mental Health Clinician - Staff Support Services	Full-Time	No	No	Start Date April 11, 2022 through June 30, 2023 FTE = 1
Licensed, Mental Health Clinician - Student Services	Full-Time	No	No	Start Date April 18, 2022 through June 30, 2023 FTE = 1
Licensed Mental Health Clinician - Student Services	Full-Time	No	No	Start Date pending needs as assessed in May of 2022 FTE = 1

Details of agreement (This document represents initial conversations and can be adjusted, at any time, through a Rider connected to this Agreement.):

Agreement Signature Page

IN WITNESS WHEREOF, the parties, through their authorized representatives, acknowledge that they have carefully reviewed and fully understand the contents of all the provisions of this Agreement and the legal implication set forth by them.

Customer

(Authorized Representatives)

Customer Signature

Frank J. Rodriguez

Printed Name and Title

3/31/22

Date

Customer Signature *(optional)*

Alice W. Walton

Printed Name and Title *(optional)*

3/31/22

Date *(optional)*

HelloHero

(Authorized Representatives)

Verified by pdfFiller

Tracy Ball

04/01/2022

HelloHero Signature

Tracy Ball, Director of Strategic Partnerships

Printed Name and Title

04/01/2022

Date